

EXHIBIT 37



usbank.com

December 29, 2020

VIA ELECTRONIC MAIL AND CERTIFIED MAIL

1501 Washington St. Louis, LLC
216 West Ohio Street, 5th Floor
Chicago, Illinois 60654
Attention: Neil Freeman

Re: Loan (the "Loan") from U.S. Bank National Association ("U.S. Bank") to 1501 Washington St. Louis, LLC ("Borrower") governed by Construction Loan Agreement dated as of December 29, 2017 (the "Loan Agreement"). All capitalized terms used herein and not otherwise defined have the meanings ascribed to them in the Loan Agreement.

Dear Mr. Freeman:

PLEASE BE ADVISED that the above-referenced Loan matures today and all sums due and owing in connection therewith are immediately due and payable.

As of the close of business today, U.S. Bank is owed \$12,049,786.33 in principal, plus \$39,245.48 of accrued and unpaid interest on the Loan. Moreover, U.S. Bank has incurred and is continuing to incur costs and expenses in connection with the collection of the Loan for which Borrower and the Guarantors are liable. Please contact the undersigned to obtain an exact payoff amount for the Borrower's Obligations under the Loan.

PLEASE BE ADVISED that in the event that Borrower's Obligations are not paid by the end of today, interest will begin to accrue on the outstanding amount of the Obligations at the Default Rate of five percent (5%) per annum in excess of the Loan Rate. In addition, U.S. Bank will be entitled to exercise any and all of its rights and remedies under the Loan Agreement, at law or in equity, including, without limitation, its right to commence one or more legal proceedings against Borrower and/or the Guarantors to recover the sums it is owed and to pursue the collateral pledged as security for the Loan.

No single or partial exercise of any right or remedy under the Loan Documents, or existing by law shall operate as a waiver of, or preclude, the exercise of any other rights or remedies available to U.S. Bank.

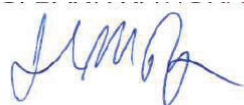
Please be advised that U.S. Bank's acceptance of any payment(s) in an amount less than the full amount of the Indebtedness shall not constitute a waiver, modification or postponement of U.S. Bank's demand for payment of the full amount of such Indebtedness.

In the event that you desire to discuss terms of a potential short-term forbearance in the enforcement of U.S. Bank's rights and remedies to collect Borrower's Obligations, please contact the undersigned and we will send you a Pre-Negotiation Agreement for execution. Please note that any forbearance is subject to credit approval by U.S. Bank and such approval may not be granted. In addition, any agreement regarding a forbearance will be contingent upon the execution of written documentation by all parties. During the pendency of discussions towards a potential forbearance, interest at the Default Rate noted above will continue to accrue and be due and payable.

Please let me know if you have any questions.

Regards,

U.S. BANK NATIONAL ASSOCIATION

A handwritten signature in blue ink, appearing to read 'JMR', is positioned below the text 'U.S. BANK NATIONAL ASSOCIATION'.

By _____
John M. Ryan
Phone: 312-325-8869
Email: john.ryan4@usbank.com

cc: Michael S. Qualizza, Guarantor
Neil D. Freeman, Guarantor
Timothy J. Dixon, Guarantor
Darryl Jacobs, Esq, counsel for Borrower
Octagon Credit Partners LP (Attn: John P. Williamson Jr.), Bridge Lender and Mezzanine Lender
Wood Rogers PLC (Attn: J. Alden English, Esq), counsel for Bridge Lender and Mezzanine Lender